Feat 2 of 10

(?) appenhaimerlunds.com = 1.8(0.CALLOPP (ZZS.5677)

## ammary of Accounts

event

demailonal Discretified Famil A

Account Namber

Category / % of Portions Market Value on Jamesy 1, 2013

Market Value on September 30, 2013

Multi Asset / 11% 27,050,73 \$11,029.27

Gold & Special Minerals Fund A

Acazasat Remoleca

Calegory / % of Portion Market Value on January 1, 2013 Manker Value on September 30, 2013

Alternative / 3% \$4,227.00

\$3,007.75

edl- & filid-Cap Value Ford A

acount Mander

and the state of t farket Volum on January 1, 2013 Sariost Valor on September 30, 2013 Denocatic Equity / 15% \$15,380 10

314,732.43

Discovery Fund A

Academi Namber

Calegory / St. of i Controlly Machinet Walne Cri Jacobary 1, 2013

Market Value on September 30, 2013

Domestic Equity / 22% \$19,825.60

\$21,167.03

vital trezone: Fend A

TATURE TRANSPORT despury / % of Profesion

Mar Value on Jamery 1, 2013 oket Value on September 30, 2013

Mends

Multi Asset / 15% \$13,310.17 \$14,517.61

1791 75

Commodity Strategy Total Return Fund A

Account Bigggless

Category / % of Portloto

Market Value on Jacoby 1, 2013 Market Value on September 30, 2013

SPACE SUPPLEMENT 17 Alternative / d'E

SI SIZ SA

54,159.17

hai Funk A

Council Name have booky / % of Postfolio tiest thates on January 1, 2013

ricel Wales on Saplember 30, 2013

**FINETY** Global Equity / 13%

\$15,033,85 \$12,846,00 Equity become Famil, Inc. A.

Account founder

Category / % of Portiolio Market Value on January 1, 2013 Market Value on September 30, 2013

Dividends

A 122

Demostic Equity / 17% \$13,615.50 \$17,039,35

SZ/1 25

## LATTEN SERVICE TO LANDST

LING MICH. LEGAL SECTION AND ADDRESS A

## Account Statement

James 1, 2013 - September 31, 2013 Page 3 of 10

(?) opponheimerlands.com = 1.800.CQL 099 (225.5677)

## ent - Account Details

mer International Disersified Fund Class A (UIDAX) KE THUST 403B CLIST DYSTER BAY E 350 403B FBO JUHN VOLINGS

Account Number: Record #61/2/67/1/6 Fund Galagory: Multi Asset

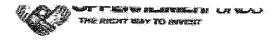
fassetine description Edicapting (fex.)	Distant.	Secre	Was deep	Total
	\$179	512.7E	Of Sacreto	September Officer
abs lange of 3.73%.	Ma Pi	\$12.55	(DUM)	742 115
	ST AT	<b>₹</b> ₹₹₩3	3.797	746,010
Sam Charge at 117%	\$40.75	Sign	·	1.467.94.10
	21 94	CALLET TO	374	749.8%7
Star Charge at 271%	542 Ps	517.00		7-11-12
	21 Bs	36.5 A 1867	4.753	752.410
Sees Clarge at 377%	<b>741</b> 75	\$13.2 <u>8</u>		s. estate (1)
	\$7.04	419 <u>68</u>	3,695	757 006
Sales Charge at 173%	\$48.75	\$75.Td		e est learn
WEEL	21.63	393, IQ	\$710	780,005
Sales Charge at 3.71%	541.75	Od in the		- CHRICE
Ter;	51.01	SIS IS	1.589	754 Mpt
	SL TH	\$17.02		788.151
Sales Charge at 3 73%	541.75	\$13.15	(0.050)	7Ha.464
	\$1.82	313 kg	2.772	788.151
Secretary of 1796	\$41.75	different et et en et et en en et en e		**************************************
	STAZ	\$13.70°	3.550	The Tree
Said Charge at 3,75%	\$40.7G	Market and a second		771.702
	\$1,83	\$13.85	2517	7000 manus
See Charle at 373%	548.75			775.720
-173 <u>-17</u>	SLAD	\$13.36	五九岭	Transports
San Clarge at AJ3%	549.75		. 5	778.0%
	\$1.E	313.41	A1138	Trime in
Sales Clarge at 3.75%			1	762.513
minton (Fee)		\$13.1g	3.721	Name of the last
	51.83 St.78	W		780.234
Sein Donge at 2,75%		51105	(0.020)	Marine
a) ezine	868 75	\$14 <i>8</i> 7	2323	756.174
***· · · · · · · · · · · · · · · · · ·	<b>51.63</b>		manuful #10.	709,457
	\$11,129.27	\$13 <u>.9</u> 0		70. A
				7H2.497

## r Small- & Mid- Cap Value Fund Class A (DVSCX) RUST 403B CUST DYSTER BAY E

4038 FBD JOHN YDUNGS

Accessed Name to - Carago 137,18951 Fund Cadequery: Dennestic Equaly

The Company of 2/32, print	13.3 Anomat 12.76 131.75 13.27	Pile SILW SX 55	d Sans (0023) 1,371	Total Samos Onsed 473 595 475,098
20	\$5.000@ \$1.00 \$1.00 \$1.00 \$1.00	WAST Street	(144.614) 1.33)	321.452 302.550
es Compe et 2.17% In Compet 2.17%	\$88.75 51.43	<b>19</b>	1. <b>24</b> 5	335 209
and seed of Till	51.84 51.84	SV 5:	1200	325 498



January 1, 2013 - September 30, 2013 Page 4 of 16

(7) appenheimerkunds.com • 1.810.CALL.0PP (225.5077)

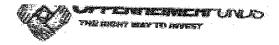
## Retirement - Account Details (communical)

<b>Opperi</b> CHESAP	teinsor Small- & Mid-Cap Value Fund Class A (OVSCX)  EAKE THUST 4038 CUST CYSTER DAY E	A CONTRACTOR OF THE PROPERTY O	A STATE OF THE STA	Account Namibur: (128 Frest Catagory: 1	<b>1323</b> 4551
NORWIC	H CSD 403B FBO JOHN YOUNGS			Contract of the section of the	acres promises in a plantale
Transaction State O484/13		144 m	Share Price SJ 40	Monbar of Maron	Testal States Deced 317 (81)
ENTING ENSSIAN ENSAGO	Finalisation (Final) Proclamate Subsection of Livings Franchisation of Livings	51.IA 50.IA 51.245 51.222	WLEE WLEE	(CO21) 1.319	337.780 240.099
U502/13	Sais Charge at 3.154. Partiesa	21.62 (2.13	EBA	1.255	340.354
(645/13	Sides Change at 2.77%.	84375 8124	200.00	1219	ML5/3
nerieriz	Soles Charge of 3 //76	542.15 51.84	\$38,15		\$4%.51A
<i>3</i> 467873	Subsu Change at 3.77% Province:	548.75 51.64		1.2%	364.014
where	Subun Cinergo at A.71%. Bertangskip (Fex)	21.84 21.84	<b>234.5</b> 6	1.35-3	MEDIN
enenau Enona	Parchaese Subsectionings at 2.79%	S1.78 S1.57 S1.57	<b>332.39</b>	1.139	345,243 346,277
weens pri	Father Vene	S14,282 (3	H1 (5)		340 972

## )ppenheimer Capital Income Fund Class A (OPPEX)

THESAPEAKE TRUST 4038 CUST OYSTER BAY E HORWICH CSD 4038 FBO JOHN YOUNGS Account Humber: 60222129(b): Fund Cologory: Multi Asset

i assauties					
tale.	Francisco Incorpolar	<b>Saltar</b>	SHAPE	Minde	Total
THEFT	Kelempion (Fee)	Assessed	Prince	ed Straver	Shares thereon
1/22/13	Vier Service	SIM	803.222	(6.085)	1. ACTUMES
	Sales Charge at 3.73%	\$48.75	SUE:	5.657	1,466,023
2007/13	Pin Jacob	51.02	water.		
	Sales Clarge at 1.71%	\$40.75	59 <i>1</i> 65	5047	7,477 (SY)
22143	State of the state	SLBI	150.00		
	Satur Grange of 3 J.T.	PAS	19.54	5.057	1,476,127
Crune	Partne	31.02	de 1		
	Selection part 179%	\$48.75	12.14	566	7.481.132
SON CONTRACT	Photo: 1999	St.95	delle Miller	4. *	
5.90	See Contract 178%	<b>540.75</b>	<b>32.70</b>	4.995	1,466,127
3/72/113	District Assessed at 151610 per State	51,65	and the first		
80/6/13	Parties.	CA.re2	59.34	0.563	1.495334
	Sales Charge at 175%	34£75	over	5.005	1.5001934
titina.	Seizenien (Fee)	51.16			
1/22/13	Process	9476	<b>53.49</b>	[6032]	1,500,056
	Seise Charge at 1.79%	<b>F3.75</b>	SE/E	4.000	1.935,851
<b>ENDE</b>	Postder	51.45			A SHELL OF SHELLER IN
	Sales Clarge at 2.194	S11.75	<b>59.10</b>	4,939	1,510,790
v72/13	Progression	\$1.63			190101190
	San Carp et 1734	<b>3/81/5</b>	52.50	d.4234	1.515,714
ME-72	Hart San Control of the Control of t	81.113		. 1000	க?கோசாவிர் ரமம்
	Sales Clauge at 3 79%	<b>367</b> 5	<b>23.80</b>	4914	1.5211.572
	Carried Course for 97 AM	51.45		ALTER STATE	* OPTERES



**在 1000年100年10日** 100年10日 100年 January 1, 7013 - September 30, 2013 Page 5 of 10

(?) opposite/merhands.com = 1.800.GALL.OPP (225.5677)

## Retirement - Account Details (consinued)

Late The	Deimer Capital Income Fund Class A (OPPEX)  EAKE TRUST 403B CUST OYSTER BAY E  H CSD 403B FBO JOHN YOUNGS			Account Houses, 1997	d. Man Voxes
	Transactive Bessieben Procleus Sales Charge at 277% Uniform Reference or .Co. Process States	4-4-4-1 5-5-2-5 51-34	Aire Nice 2178	femiles of States 4.9%	Tous Since (1996) 1 525-673
07/12/13	Produce Sinc Charge of A. 15% Section (Fee)	584.21 548.75 \$1.63	52 23 63 63	10.166	1.535.350 1.540.031
09/2013	Persiscon Sales Change et 2,77% Divisional Reimanshal at .061740 per bisse	9176 \$16.75 \$1.84	12.00 10.00	(4.083) 4.083)	1,540,843 1,540,617
09/30/13	THE STATE OF LABORATE AND ADDRESS OF THE PARTY OF THE PAR	<b>355.44</b> 514,517,61	59.25 Sp.11)	投票	1,954,014 1. <b>55</b> ,014

## Opperheimer Gokal Fund Class A (aPPAX)

CHESAPEAKE TRUST 4030 CUST DYSTER BAY E

Accessed Asserbas: 18 Sept. 20 4552296 Food Colonery: Gold House

MUHWK	H COD AUGB FBO JOHN YOUNGS			rues Langia	A: process primply
LEDNINGER	96				
Bato .	Transaction Description			Marines .	Team
Central	Histogram (Fee)	Allowed .	Prince	of States	Shares Ossued
06/2013	Partitions	50.78	56.35	(0.912)	<b>23</b> 3.0/1
	Salas Charge on 3.75%	\$46,75	560.50	(LEST)	777.768
111/20113	Verkraption	The same of the sa	LANGUA LA SANSA	* *	
LIVOR	Perchase	<b>25,000</b> 00	and fire	(7 <b>Z</b> .835)	190 973
	Sales Charge of 1.175%.		ETILAS	Q.SAP	167.595
own't			molinia sense		
	Sales Charge at 3 74%		SALCO	0.648	162.291
LACEAL3	fortree	<b>VI.BS</b>	ilidini.		
	Salas Charpo et 171%	<b>***</b> *********************************	572-4G	CEVE.	102 <b>9</b> 60
THE PARTY OF		18.13 21.88	Service also		
de antides an especie.	Sim Coppet 211%	12.13	571.20	CLEATE,	162 649
MMV/13	Parisa	WA.25	5271.831		
ening	Selection of 273%	T 17	St (1951	0.681	7E4.330
M3342	Richard Fool	SLM:	VALA5	ti me teste av a	
2000 N W X X X X X X		\$48.75	871.57	(QDIT)	164.319
E0603	Sides Charge at 177%	\$1.84	AN GOODE	2661	福岡
motion and a file	Pendeso:	WE I'S	\$ <i>1</i> 5.10	ate offer seconds.	4
15/22/13	Sales Change of 177%	\$1.84	Ga 46, 4 65	0.548	165.540
		\$43.75	S/5.70	an anna	3.1
<b>%0503</b>	Sales Charge et 2.57% Proclama	\$1.05	Trees, a est	0.543	165.297
versités.		\$48.75	673.94	(LEEF	20.00
enena	Sales Compani 3.87%	N.W.	and the state of t	V.ESI	766,959
era i me 2 D	Parket	20.25	S/3 94	alle primerum	
USB13	Sales Compan 371% Produce	Fi.Bi	ata is ain! Hours.	0.585	167.694
erretions 140		375.75	\$72.21	0575	****
7/12/13	Tellings 1775	ST.84		13012	<b>162.29</b> 0
onons Light	Personal Feb	\$1.75	\$12.73	A Company is	2 22
32173173	Performance	\$41.15	520 GT	(1011)	18272
dia arimada ana ma	Section at 17%	51.83	APPRICABLE	2.005	163.890
4.23713	foreign that we have a second or a second	\$12.B40(0)	57615.		
		~ services 25.5	9+0182		ida esc

## OFFERHEIMENFUNDS

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## Account Statement

Assany 1, 2013 - Separaber 38, 2013 Page 6 of 10

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## ient - Account Details (comment)

inner Gold & Special Minurals Fund Class A (orosx)

INT THUST 4038 CLIST OYSTER BAY E

CSD 402B FRO JOHN YOUNGS

Account Mundow: (U) 102-FT 2673492 Fundi Gategory: Albamadiye

	Delta-	<b>Same</b>		Total
Artemplism (Fac)		Franci	of States	Share Own
30 Carrier	<b>61.13</b>	SH 25	(0.005)	184,154
Sales Charge at 3.77%	508.25	<b>532 49</b>	1.500	iliga
tarian e	21.04		V _NAMED	8-2-2-3-11-8-5
Sales Charge at 11.75%	40.75	530.2U	1.614	137,208
Calculate	21.60		•	4000 <u>151</u> 585
Sains Change at 3.77%	<b>\$42.75</b>	Sec. Si	1.00	734.104
**************************************	51.54			). margaritis â
Sales Chargo et 3.73%	54tt 7%	<b>Skip</b>	1.877	F40.975
CONTRACTOR OF THE PROPERTY OF	S.E.			(-AD*3) TI
Sales Geograf 3.73%	\$10.00 PML75	<b>370.90</b>	1.007	142700
with	SI AC		≱>4zanip	244.100
Sales Change at 2.75%	\$41.75	\$24.51	¥_680	and the same
Sampling (Fee)	EA.FE		K-119831	144,769
artings.	<b>50.76</b>	527 AN	(0.034)	tor tech straine
Salar Charge at 173%	549.75	570.00	243	144.725
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	S1.62		*	147 173
Sales Green a 3.17%	34E./5	520 82	2.841	W. 1889 W. 1
	C(.84	1 77.7	<b>阿沙斯斯里</b> 斯	140.514
Sales Charge at 1.72%	\$46.75	S12-40	7.500	artin ma
Killian and the Control of the Contr	51.62	3	All the total	1201
Sales Charge at 3.77%	\$41.75	\$20.67	2338	is the comment.
Charles Consider the Parish	51.62		2.=1.283	150 353
Sales Change at 1795	S41.75	\$12.54	· · · · · · · · · · · · · · · · · · ·	
Cicr	51.45		2529	155.1237
	548.75	E17.69	ile maine	
Date Charge et 3.73%	51.17	. A.11:1900	7.853	150 830
templem (Fee)	21.75	\$16.99	arms with a c	
	\$42.75	520 71	(Date)	159 /199
Sales Change at 1.75%	57.83	126.18. b. s.	2.354	105 143
for the control of th	STANTIN	\$18.55		
	environs enteres	81670	**	162148

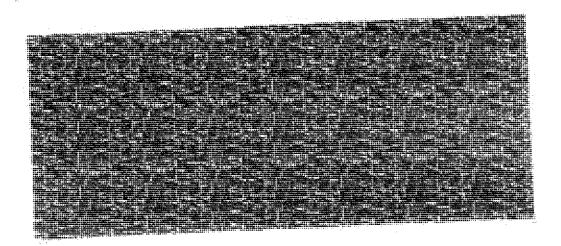
## er Discovery Fund Class A (NYCL)

TRUST 4038 CAST OYSTER BAY E D 4036 FEO JOHN YOUNGS

uniquility (rent) Falor Change et 3.77% **CINICAL** 10000 Sales Charge at 3,69%. J#27 Soles Charge at 3 73% Sales Clarge at 3.71% Sales Charge at 3.7%,

Account Number: DEEK STANDERLAG Found Cabegory: Domesdic Equity

1000 1000 1000 1000 1000 1000 1000 100	50.00 50.00 50.00 50.00	150000 15000 1753	Total States Union States 191 ASI	
50 MM (ST)	36101 565.13	(20.694) 0.749	770.763 257.517	25/20
\$40.75 \$1.02	\$95.59	0.762	2541279	
\$15.75 \$1.81	567.4E		<b>Es ar</b>	
546.75 S1.85		C.133	290.7%	



## Your Personal Identification Number (PIN) is

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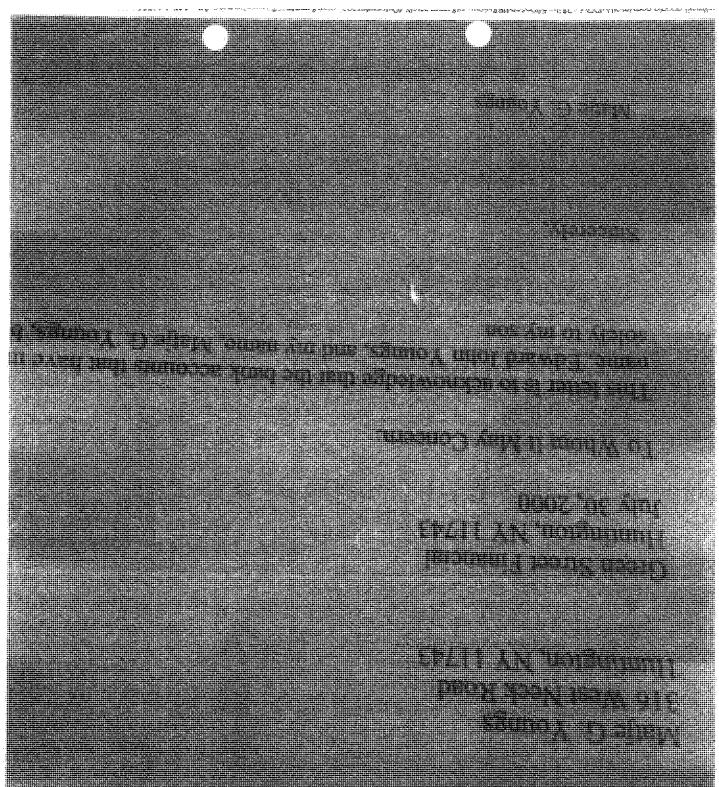




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		Oppenheimer Funds Class A (4036 - Indv)
		Rutirement Solutions (403b - Indv)
		Oyster Bay E Norwich CSD 403b
	**************************************	International Diversified Fund A
	20484	Gold & Special Minerals Fund A
	The second secon	Small - & Mid Cap Value Fund A
	295082	Discovery Fund a
OPPENHEIMER		Capital Income Fund A
•.	( <del>23 33</del> 329712	Commodisty Strategy Total Return Fund A
	<del>5553)//5</del> 52296	Global Fund A
	\$ 122 \$ 122	Equity Income Fund, Inc. A 401k
		Country Sank Treet 4038
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BANK OF AMERICA	XXX 4215	Regular Savings
and the same fact that and the same	XXX6856	Bol A Platinum Checking
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	XXXXXX	CKGroup Interest Checking
CITIBANK	XXX3592	Savings Plus Account
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EDWARD J DEWER-YOUNGS 33 PENNINGTON DR HJUNTMOTON, NY 11743-7122

ACCOUNT NUMBER EXCURS IN \$039

# Dear EDWARD J DENKER-YOUNGS

propers your taxes, set your 2014 budget, or easily track special types of expenses like charlable donations or chird care We are pleased to provide the 2013 Armual Summary for your Chase Sapphine credit card. We hope you find this document helpful as you

# About your 2013 Annual Summary:

- Your Annual Summary provides you with an easy way to categorize and manage your expenses
- between January 1, 2013 and December 31, 2013. The summary document includes detail for all purchases, cash advances, access clieck transactions and legistics transfers processed
- statement page and click the 2013 Year End Summary link. This document also can be viewed online or saved to your compater or tables. Please visit chase com, go to the buttom of your

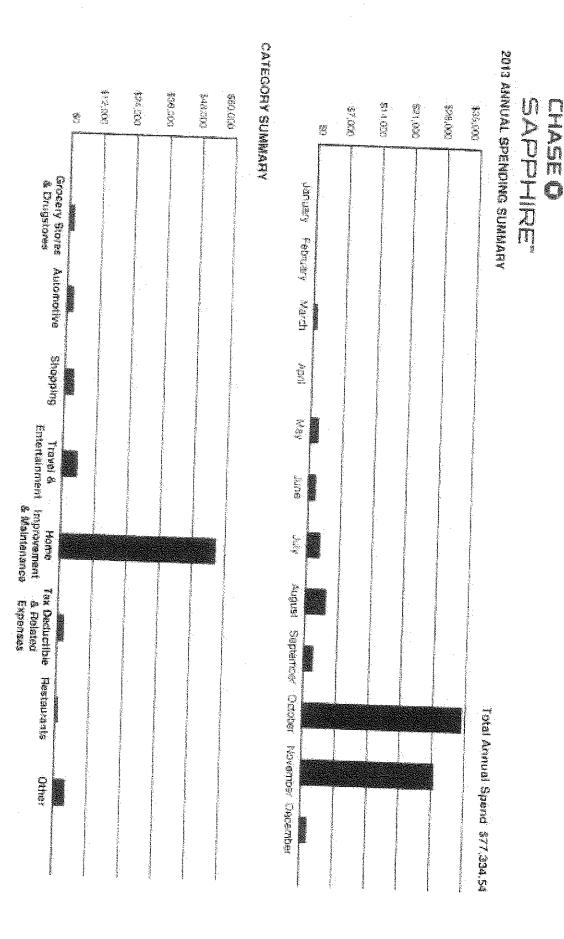
Thank you for being our customer. We appreciate your business and bolk forward to serving you this year

Appropriate

culia Ashworth

Sessor Vibe President

Chase Card Services



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Inclus No. SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

Year: 2015

BRIAN H. DENKER-YOUNGS

Pro Se

Plaintiff(s).

-against-

EDWARD J. DENKER-YOUNGS, aka EDWARD JOHN DENKER-YOUNGS, aka JOHN YOUNGS, aka E J YOUNGS, aka JOHN J DENKER-YOUNGS, aka EDWARD JOHN YOUNGS, aka E JOHN YOUNGS

Plaintiff hereby designates KINGS COUNTY as the proper venue for trial by Jury, county of residence and Plaintiff's Chapt 11 bankruptcy estate.

Defendant(s),

## SUMMONS AND COMPLAINT ACTION FOR DIVORCE/ANNULMENT

By Plainig):

Brian H. Denker-Youngs, Pro Se 25 Buerum Street Apt 18E Brooklyn, NY 11206

917.373.5019

<del>bh</del>denkertaurouil com

Dated: August 7, 2015

Service of a copy of the within

is hereby submitted,

### Dated

### PLEASE TAKE NOTICE

MOTICE OF ENTRY

that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named

NOTICE OF SETTLEMENT

that an order

for settlement to the

on 1954 2015 at 9:30 milk volume

Duted: Di Ha. 2015 Commitation

of which the within is a true copy will be presented one of the judges of the within named Court, at

Brian 14 Denker/Vourses Yra &

SEJPREME COURT OF THE STATE OF NEW YORK

JOUNTY OF KINGS

FRIAN H. DENKER-YOUNGS

INDEX NO. 54013/15 DATE SUMMONS FILED: 8/81/901

**SUMMONS** 

Plaintiff.

-against-

EDWARD J. DENKER-YOUNGS, aka EDWARD JOHN DENKER-YOUNGS a.ka: JOHN YOUNGS, aka E J YOUNGS, a.ka: JOHN J DENKER-YOUNGS, aka EDWARD JOHN YOUNGS, ika: EJOHN YOUNGS

Defendant.

Plaintiff's designates KINGS
COUNTY as proper venue and
basis for Trial by Jury, as county of
residence and venue of Plaintiff's
Chapter 11 Bankruptcy estate that is
before Hon. Chief Judge Carla Craig.

## ACTION FOR DIVORCE COMPLAINT FOR ANNULMENT

o the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a py of your answer on the Plaintiff within twenty (20) days after the service of this summons, clusive of the day of service, where service is made by delivery upon you personally within the rate of New York, or within thirty (30) days after completion of service where service is made in any liter manner. In case of your failure to appear or answer, judgment will be taken against your fault for the relief demanded in the complaint.

ited: August 24, 2015

efendant's Address Pennington Drive mangton, NY 11743 BY: BRIAN H. DENKER-YOUNGS, Pro S 25 BOERUM STREET APT 186

> BROOKLYN, NY 11206 e: <u>bhdenker@email.com</u>

in: 917-373-5019

### VERIFICATION

ITATE OF NEW YORK FOUNTY OF KINGS

55.

RRIAN DENKER-YOUNGS, being duly sworn, under the penaltics of perjury, exposes and says:

That your deponent is the Plaintiff in the instant action, residing at 25 Boerum Street, Apr 18E, mooklyn, NV, that he has read the foregoing VERIFIED SUMMONS AND COMPLAINT FOR AVORCE AND ANNULMENT and knows the contents thereof; that same is true to his knowledge coept as to the matters alleged upon information and belief, and as to those matters your deponent elieves them to be true.

RIAN H. DENKER-YOUNGS

voru to me <u>17</u> day

August, 2015

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stary Public

UPREME COURT OF	THE	STATE OF	NEW	VONK
YOUNTY OF KINGS				as asked to the second

IRIAN H. DENKER-YOUNGS

Pro Se

INDEX NO.: DATE SUMMONS FILED:

Planniff

-againsi-

DWARD JOHN DENKER-YOUNGS CA JOHN YOUNGS, aka E J YOUNGS, aka DWARD J YOUNGS, aka E JOHN YOUNGS, CA JOHN J DENKER-YOUNGS, CA EDWARD JOHN YOUNGS

VERIFIED COMPLAINT

Defendant

BRIAN H. DENKER-YOUNGS, being duly sworm, deposes and says under the analty of perjury that:

I am the Plaintiff in the above-entitled action as such, I am fully familiar with all of the facts
and circumstances surrounding the instant matter and complaint seeking an annulment of
marriage and finding sufficient cause herein, pursuant to NY DRL§ 7.

At all times hereinafter mentioned, and at the time of the commencement of this action, the parties were and still are residents of the State of New York.

I currently reside at 25 Boerum Street, Apt. 18E in the County of Kings, State of New York and am debtor-in-possession having been forced to file a Voluntary Petition for Chapter 11 Bankruptcy with the United States Bankruptcy Court Eastern District of New York, Case: 15-41069 on March 13, 2015 currently before the Honorable Chief Justice Carla E. Craig as a direct result of the economic abuse and fraudulent acts of the defendant.

Defendant upon information and belief is currently residing at 33 Pennington Drive, Huntington, NY 11743 with an established known secondary residence and address of 316 West Neck Road. Huntington, NY 11743 and upon filing of an instant application through his counsel on August 6.

2015 accepted venue as the County of Kings, establishing himself as creditor to my bankruptcy estate.

- . As debtor-in-possession, presently residing in Kings County, New York and of limited financial resources, to which my entire estate is being administrated through US Trustee in the County of Kings, therefore hereby designates KINGS COUNTY as the proper venue and jurisdiction for trial.
- Defendant and I met February 9, 2009 and became domiciled and or about August 10, 2010 having opened joint checking accounts with Bethpage Federal Credit Union and conjoined insurance policies and had a verbal arrangement and understanding as we began to create a joint home together therein and prior to amended NY Dom Rel. § 10-a, 10-b, 11, 13, no such legal or judiciary ruling of same-sex.

Defendant and I were parties however within days of New York State's legalization of same-sex marriages, to a public display and solmization of marriage on July 30, 2011 in Lake Ronkonkoma. New York, Suffolk County having performed the rites and religious rituals required thereof by Jewish tradition, both speaking words of public intention vowing by and in accordance with "the Law of Moses and Israel."

## AS AND FOR DEFENDANTS ACTIONS AND REPRENTATIONS IN SUPPORT OF DEFMING PARTIES' MARRIAGE VOIDABLE PURSUANT TO NY DRL 7

Consent to marry and be an agreeable party to said marriage was obtained thru fraudulent and intentional misropresentations and lies by the Defendant. Prior to said marriage, for the specific purpose of inducing me into marrying him, promising to me that he would be a good, loyal and dutiful husband.

As such and maintained throughout our relationship and reinforced even during a recent informal discussion with Defendants paster Jack Crabtnee to which is available reinforcing the points herein. I relied upon Defendant's representations and was induced thereby consenting to said

marriage relying upon such promises and representations, however Defendant knew them to be faise and untrue and yet still conveyed the same intending to deceive and defraud me as is exhibited in a telephone discussion via a recorded line on August 25, 2014, such that:

- "Prior to the marriage, Defendant represented that he identified with and was of "Protestant" faith and agreed, promising to raise any children that we may parent together in the "Jewish" faith. Defendant even went forth having desired and took on the obligations of "Jewish mirzvoth" in the taking of a Jewish mane. However, subsequent to the marriage and prior to the commencement of the within action, Defendant had fied and misrepresented his religion and in fact when confronted, Defendant outwardly admitted to such non-disclosure specific to be being of a "Born-Again Evangelical Christian" faith. Found hidden away within our home were handwritten documents both of the Defendant and his mother which contained anti-Semitic undertones and anti-gay/homosexual rhetoric of hate and disdain. Financial statements and even the Defendants' taxes showcased that he had been and was secretly funding and supporting institutions like "Youth for Christ" and "Shelter Rock Church" who publically make condemnations about homosexuals, same-sex marriages and proclaim only messianic believing Jews as being "true Jewish people" with thousands of dollars each year.
- ii. Moreover, subsequent to the marriage, and discovery of Defendant's true religious faith and beliefs, the Defendant informed me that he would not agree to raise any children we may have in the Jewish. Soon thereafter, I also began to become subjected to and exposed to constant and public ridicule and emotional abuse by Defendant's controlling and manipulative mother Matje G. Youngs, and her sister Niesje Lowne, who regularly and continually berated my religious beliefs as a non-messianic believing practicing Jew and as a homosexual male asserting that g-d detests homosexuals, and that I would be

- destined for nothing but a life of condemnation, challenges and illness unless I change my ways and embrace evangelical Christian teachings as they do.
- iti. Defendant also never disclosed the true and accurate state of his financial affairs to me but have discovered dating back to even 2006 before ever meeting him, even by way of emails and letters of his mother that he was in a bad financial way.

## AS AND FOR GROUNDS FOR AN ACTION OF DIVORCE - NY DRLS 170

- 10. Facts and circumstances to which the defendant not only lived secretly, a second life religiously, defendant concealed a life-style conjectured around dishonesty, financial and economic fraud and unethical conduct for which Plaintiff became the subject and target of such fraud and economic domestic abuse and acts of financial infidelity.
- 11. Subsequent to the parties' marriage, your Deponent has only recently learned also committed acts of economic fraud, engaged in a life-style to which he and his mother are engaged for years.
- 12. Such conduct that appears to have begun even prior to the marriage, Defendant began unnecessarily incurring and reassigning debts in my name, secretly began deferring sizable amounts of his salary upwards near Twenty-Thousand Dollars plus a year, re-directing, withholding, commingling and converting an approximated Two Hundred Seventeen Thousand Dollars (\$217,000) of marital funds/income earnings between 2012 and 2014 with his mother. Defendant had also been bank-rolling his mother's living expenses and debts out of their shared Bank of America accounts, using the same utility companies and outside services where when question would claim they were our joint expenses.
- (3. Defendant it appears in 2003 committed his first act of mortgage fraud adding a secondary mortgagor to his 99 W Shore Road mortgage in the name of E I Youngs and Edward I Youngs who are both aliases he uses and are one and the same. Thereafter in 2006, submitted a

Thousand (\$300,000) 2001 home purchase was \$625,000 and secured a loan for nearly \$305,000.

- 14. Unbeknownst to me until recent, Defendant was engaging in a conduct dissipating any joint credit or liquid funds and assets we had jointly to the time of hundreds of thousands of dollars. Our household and marital finances, debt obligations and the day-to-day handling of mail and household related items had been handled from the time we became domiciled thru September 2014 by the Defendant whereby I routinely and consistently without cause to assume otherwise refied upon representations made by the Defendant as being complete, facing and truthful.
- 15. On closer review and self-auditing of all accounts I could still grant access to as the Defendant I discovered manipulated my access to access in having my access issued as being "custodial" to his. The Defendant would routinely and regularly circulate money between accounts, make and circulate cash / atm withdrawals and quite frequently wrote checks payable to both of us named all without my knowledge and simply wrote "For Deposit Only" affixing both his name and mine as endorsing amounts in the thousands.
- 16. Defendant also within a matter of months without my knowledge or consent dissipated a home equity line of credit needlessly and without my consent funding his and his mother's everyday living and several costly updates to 316 W Neck Road, Huntington, NY 11743 withdrawal sizable amounts as exampled:
  - On October 10, 2013 in the amount of Seven Thousand Five Hundred Forty Dollars and Thirty Four cents (\$7,540.34).
  - On October 28, 2013 in the amount of Sixteen Thousand One Hundred and Eighteen Dollars (\$16,118).
  - On October 15, 2013 in the amount of Eleven Thousand Seven Hundred Dollars. (\$11,700).
  - On November 17, 2013 in the amount of Sixteen Thousand One Hundred Seventeen Dollars and Seventy Two Cents (\$16,117.72).

- On December 5, 2013 in the amount of Ten Thousand Two Hundred Dollars (\$10,200.)
- On January 13, 2014 in the amount of Ten Thousand Nine Hundred Twenty-Five Dollars (\$10,925,00).
- On February 14, 2014 in the amount of Five Thousand Nine Hundred Eighteen Dollars (\$5,918.00).
- On March 18, 2014 in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).
- A total estimated of Eighty-One Thousand Nineteen Dollars and Forty Cents (\$81,019.41) in additional monies to his Chase Sapphire from our joint checking
- Over Sixteen Thousand (\$16,000) in total from our Home Equity and Joint Chase Account to his and his mother's Citibank account
- 17. Defendant has stripped our home that we jointly purchased in October 2012, to which I withdrew almost \$45,000 from my separate pre-marital 401(k) toward the down payment of the house, and maxed out and utilized a One Hundred Twenty-Five Thousand Dollar Bethpage Federal Credit Union Home Equity Line of Credit (without my knowledge or consent), again without my knowledge, subsidized and never disclosed having done so, several costly home improvements and renovations to the house where his mother resides and to which he is co-trustee.
- 18. Defendant within only weeks of marrying, and while Defendant's father spent his final weeks hospitalized before having passed away was secretly running around, applying and securing mortgage re-financing for nearly Three Hundred Thousand Dollars (\$300,000), opened secret banking and money market accounts while Defendant's mother and I traveled daily from Suffolk County Long Island to the Upper West Side of Manhattan to visit the hospital all.
- 19. Defendant had been engaging in a course of conduct seeking out to intentionally min my credit worthiness engaging in acts including that of identity theft, transacting on my personal accounts without authorization, transferring debts, incurring unnecessary charges and late fees, intentionally missing payments or paying minimum balances while living off his credit cards

- and paying them untinely in full, recouning and withholding mail, bills, and causing negative filings and unnecessary late fees posting to my credit file...
- 20. Defendant was also engaging in a course of conduct setting up fake electronic payee accounts in online banking portals, secretly moderating and restricting my access rights to banking and financial accounts of ours. Evidence of the same and other acts have been documented via a formal complaint filed November 2014 against Defendant and Defendant's mother seeking assistance" from Economic Crimes Bureau Chief Maureen McCormick with the Suffolk County District Attorney's Office who would only engage due to us being married with a court requesting their intervention and examination for fraud and such violations under DRL § 155, 190 and other relevant New York State Family Offenses.
- 21. Defendant's conduct throughout has proven to be nothing but fraudulent, misrepresentations lies and theft, influenced and conspiring with his mother Marje G. Youngs acting at times jointly and individually to intentionally cause and bring about financial harm and debt without my knowledge, consent or authorization.
- 22. Evidenced of the same on May 6, 2015. Detective Kenneth Giallanza of the 90th Police Preciact, Brooklyn, New York traveled to Suffolk County, NY and arrested the Defendant and thereafter was arraigned in Kings County Criminal as the suspected offender of a New York Police Department Investigation into an unauthorized Citibank AHC that was traced by the banking institution to an account benefiting John Youngs.
- 23. Defendant took advantage of my declining health and several surgeries which began on / around December of 2011, requiring surgeries and hospitalizations including a Posterior Interbody Lumbar Fusions (PILF) L4-S1 (Northshore-LIJ Huntington Hospital 1/7/2013), an Anterior Inter-body Lumbar Fusion (All,F) L4-S1 (Northshore-LIJ Manhasset 05/15/2013). Hernia repair along with abdominal wall reconstructive surgery and abdominal scar revision.

- (Northshore-Lif Manhasset 09/09/2013), three (3) stress fracture repairs to the lower left extremity (2011-2013). Gastrointestinal bleed Northshore-Lif Manhasset 12/25/2011), Gaul bladder removal (St. Francis Hospital 07/16/2014), and a stroke (Northshore-Lif Huntington and Manhasset 09/26/2014).
- 24. Defendant maintains a plentiful list of accounts held in secret building his nest to which he even allowed the plaintiff to potentially forfeit and post pone surgery during August 2013 had it not been for plaintiff's aunt lending money toward patients responsibility for a surgery to correct a hernia repair, as well as sear revision, reconstruction and abdominal disfigurement resulting from plaintiffs' May 2013 urgent surgery. Plaintiff was led into believing the parties had limited finances to get through the summer, although plaintiff was the only part working or thus understood the need for income to pay bills. Rather in fact despite plaintiff's aunt lending plaintiff Seven Thousand Nine Hundred (\$7900) Dollars as to not have to forego the operation, most disturbing is that Defendant prioritized lying and restricting access to financial resources over ensuring his spouse would not have to worry.
- 25. A good general list of all the various accounts to which the defendant had only disclosed as baving two of the entire list and in fact misrepresents account ownership as "his mothers." In fact upon information and belief, Defendant has always comingled monies with his mother as far back as forever to the extent there is no clear line of separation for them.
- 26. Such other economic acts the Defendant committed included apparently very pre-meditated and almost daily maneuvering for example while tending to medical clearance to undergo my first spinal surgery, on January 2, 2013 the Defendant contacted my Discover credit card as me and transferred Four Thousand Dollars (\$4000) of debt from Defendant's Chase Sapphire credit card. Whereas, just days earlier, transacting sizable payments to his credit cards in amounts of Eight Hundred Forty Dollars Thirty Five cents (\$840.35) to a Citibank Credit Card

- in the name E J Youngs, Twenty Seven Thousand Nine Hundred Seventy Nine Dollars (\$27,979) to a Citibank Credit Card in the name E John Youngs and Six Thousand Six Hundred Twenty Dollars and Sixty-Four cents (\$6,620.64) to a GM Mastercard account in the name E John Denker Youngs:
- 27. On several occasions including January 2013, March 2013 and September 2014, Defendant while making sizable payments to his credit cards, would intentionally cause a delay in making a deposit to our joint Chase Checking account, thus forcing our mortgage for the marital home located at 33 Pennington Drive to present with non-sufficient funds, forcing an overdraft of charges to my separate Chase credit account (often that had no balance) such that on January 2, 2013 an overdraft of One Thousand Two Hundred Dollars (\$1200), on March 7, 2013 an overdraft for Six Hundred Fifty Dollars (\$650) and on September 6, 2014 an overdraft for One Thousand Two Hundred Fifty Dollars (\$1250).
- 28. Another such example on March 25, 2013 without authorization, Defendant endorsed a check by printing my name on the back of a check for Four Hundred Dollars (\$400), depositing the check into our joint Chase Checking Account. Not aware of even having received the check as defendant withheld the same as he apparently was doing with healthcare insurance medical reimbursement checks, presented a check from Marc Gerber, Attorney at Law on October 12, 2012 payable to Brian Denker-Youngs for nearly five plus months. I only discovered this and other checks and transactions recently after requesting duplicate copies of every transaction on this checking account from the bank.
- 29. Defendant even withheld business mail and client payments such that on July 24, 2013 without consent or authorization of myself or a Board Member of Modern Divinities, Corp. took mail addressed to "Rabbi Brian Denker-Youngs" which contained a check in the amount of Four Hundred Dollars (\$400), endorsing the check "For Deposit Only" affixing my name and

misappropriating foods intended for Modern Divinities Corp. by depositing such funds into our joint account.

## AS AND FOR DEFENDANT'S ACTS TO DEFRAUD PLAINTIFF USING THE MARITAL HOME

- 30. On October 12, 2012, your deponent and the Defendant closed on some real property located at 33 Pennington, Drive Huntington, NY 11743 whereby a certified true copy of the JPMorgan Chase Bank Mortgage Document indicating "Borrower" for the property referenced both "Edward J. Denker-Youngs and Brian H. Denker-Youngs."
- 31. Defendant engaged with personal friend Ken Bell of K Bell & Associates issue and manage such insurance policies and declarations for the same real property located at 33 Pennington Drive, Huntington NY 11743 and referenced hereto as the marital home, co-owned by your deponent and defendant.
- 32. Title insurance had been issued by First American Title Insurance Company of New York declaration dated October 12, 2012 illustrates both names of the insured homeowner(s) as Edward J. Denker-Youngs and Brian H. Denker-Youngs.
- 33 Despite Defendants' sudden and surprising representation that apparently I had to come off the mortgage or risk us getting a higher interest rate. Defendant beginning in April 2012 and continuing through October 2012, kept having two concurrent mortgage loan applications run with us jointly and individually, up until the very day of closing. I was a co-applicant on the current mortgage as late as September 20, 2012 as far as I have documentation for.
- 34. Defendant apparently was planning some form of fraud with respect to the home purchase and against me as without authorization he and his family's friend Ken Bell reissued property insurance declarations after closing removing me from such declarations.

Nationwide Mutual Federal Flood Insurance application certifying "under punishment of fine or imprisonment under applicable federal law" the statements made therein are correct to the best of their knowledge. They listed one owner of the bome, John Denker-Youngs and immically enough our marital home I have been informed is not within a flood zone that would require flood insurance.

## AS AND FOR A JUDGEMENT OF DIVORCE AND COMPLAINT ANNULING OF THE MARRIAGE

- 36. Such acts referenced herein and throughout are not acts that would be deemed that of a good, loyal and dutiful husband.
- 37. Aside from being economically and financially victimized and abused by the defendant, had any of the aforementioned, he it his true religion, he and his family's hatred and discriminatory disdain for homosexuals, and Jews or the truth about their criminal white collar lifestyle, I never would have agreed to become domiciled or marry the Defendant.
- 38. Since the discovery of all of these deceptions, lies and betrayal I have not cohabited with the Defendant.
- 39 No children have been born of this marriage and as a result of the Defendant's true character and beliefs as I never would consent or agree to raising children in any other faith but Judaism or raising children with a dishonest individual.
- 40. The within action is being commenced within the required two (2) years of discovery of facts pursuant to CPLR§203(f) and the facts herein alleged as constituting grounds for finding the marriage of parties voidable due to Defendants intentional acts, lies and misrepresents.
- 41. I also respectfully am requesting that the Honorable Court find sufficient cause of such frauds to rise to the level of deeming this marriage voidable pursuant to DRL§ 7 and issuing judgment

- against the Defendant pursuant to DRL§170, awarding ancillary relief for Plaintiff with an absolute annulment of marriage without prejudice to entitlements having had been a victim of frauds committed by both the Defendant and his mother.
- 42. Despite my challenging and declining health, many operations requiring weeks of recovery, I have always been a good, dutiful, and proper HUSBAND, unwavering in believing and wanting to be a devoted friend to the Defendant, and accepted member of his family.
- 43. I do not know and will never know why the Defendant chose to target me for his criminal acts, that he clearly chose to commit and engage in with his mother, Matje G. Youngs, a clear and willing co-conspirator and accomplice to such economic thefts and fraud.

/HEREFORE. I ask this honorable court find sufficient cause and thereafter entering an amediate judgment against the Defendant for the within action for divorce, by and between the rules such that:

- a) Granting ancillary relief to the Plaintiff finding the marriage voidable and issuing a decree of absolute Annulment without prejudice to the division of assets and pension or retirement entitlements
- b) Pursuant to NY DOM. LAW § 237, with defendant being the moneyed spouse and not bankrunt, granting an award for counsel fees in the sum of Thirty-Thousand Dollars (\$30,000) with leave, payable directly on retainer with any balance in excess held in escrow toward anticipated and future litigation expenses to counsel of Plaintiff's choosing.
- Directing and appointing a Forensic Accounting of defendants' income, expenses, and banking, credit and investment and financial accounts opened or active from August 2010 through present.

- d) Awarding Plaintiff a greater equitable share of the marital property compensating the Plaintiff with a reasonable sum commensurate with the fiscal theft and impact resulting from Defendant's fraudulent conduct, marital waste and conversion of funds.
- e) Awarding Plaintiff sole ownership and title to the marital home and all of its' contents therein.
- Awarding Plaintiff his equitable share of Defendant's Pension inclusive of additional years' parties bought back and carned through Defendants secret deferments and increased contributions
- g) Awarding Plaintiff his equitable share of investment and wealth management, accounts and retirement trusts held by the Defendant
- b) Directing the Defendant to maintain a minimum life insurance policy in the amount of One Million Dollars (\$1,000,000) naming Plaintiff as owner and sole beneficiary.
- Awarding Plaintiff his equitable share of all monies recorded on deposit August
   26, 2015 in checking, savings, investment accounts.
- Awarding Plaintiff exclusive use and enjoyment of the 2014 Mercedes GLK
   350 along with assignment of all expenses related thereto
- k) Directing the Defendant to bring current any and all arears, repairs, violations, open permits, and expenses associated with the marital home.
- Directing the Defendant to return any and all items removed from the marital home for inventorying and equitable division as showcased in December 12.

  2014 video of marital home capture with plaintiff's counsel and available to the court

- Directing the Defendant to maintain medical / health coverage for the Plaintiff on his State/Government Health Insurance plan for a period of no less than 36-calendared months avoiding any issues of coverage for pre-existing medical conditions and the immediate and significant increase in health coverage costs and minimal coverage on private plans.
- n) Granting the Plaintiff any and other further relief the court deems just and proper.

ated: August 37, 2015

Respectfully submitted,

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-25-Buerum Street Apt TRE Brooklyn, NY 11206

## NOTICE OF ENTRY OF AUTOMATIC ORDERS (D.R.L. 236) Rev. 1/13 FAILURE TO COMPLY WITH THESE ORDERS MAY BE DEEMED A CONTEMPT OF COURT

JANT TO the Uniform Rules of the Trial Courts, and DOMESTIC RELATIONS LAW Part B, Section 2, both you and your spouse (the parties) are bound by the following MATIC ORDERS, which have been entered against you and your spouse in your divorce clearly of the action unless terminated, modified or amended by further order of the court written agreement between the parties.

DERED: Neither party shall transfer, encumber, assign, remove, withdraw or in any way of, without the consent of the other party in writing, or by order of the court, any (including, but not limited to, real estate, personal property, cash accounts, stocks, funds, bank accounts, cars and boats) individually or jointly held by the parties, except in a least of business, for customary and usual household expenses or for reasonable is fees in connection with this action.

DERED: Neither party shall transfer, encumber, assign, temove, withdraw way dispose of any tax deferred fands, stocks or other assets my individual retirement accounts, 401K accounts, profit sharing plans. Keogh accounts, her pension or retirement account, and the parties shall further refrain from applying for of the payment of retirement benefits or annuity payments of any kind, without the ready in pay status may continue to receive such payments thereunder.

ERED. Neither party shall incur unreasonable delts hereafter, including, but not limited borrowing against any credit line secured by the family residence, fluther incling any assets, or unreasonably using credit cards or cash advances against credit cept in the usual course of business or for customary or usual household expenses, or for customey's fees in connection with this action.

ERED: Neither party shall cause the other party or the children of the marriage to be form any existing medical, hospital and dental insurance coverage, and each, and each translation the existing medical, hospital and dental insurance coverage in full force and

ERED. Neither party shall change the beneficiaries of any existing life insurance policies party shall maintain the existing life insurance, automobile insurance, homeowners and urance policies in full force and effect

ANT NOTE: After service of the Summons with Notice or Summons and Complaints; if you or your spouse wishes to modify or dissolve the automatic orders, you must get for approval to do so, or enter titlo a written modification agreement with your y signed and acknowledged before a netary public.

Case 1-15-41069-cec Doc 109-2 Filed 11/19/15 Entered 11/19/15 16:47:08

JEV. RINGO COUNTI CHERR US/IZ/ZULU IZ.ZO ME

HER DOC. NO. 1

BECKIVED NYSCEF: 09/14/2019

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF KINGS

BRIAN H. DENKER-YOUNGS Rm 58

INDEX NO.: SAMOTABLE

SUMMONS

Plainne

Defendants

43 121755

EDWARD JOHN DENKER-YOUNGS 183 JOHN YOUNGS, aka E J YOUNGS, aka EDWARD J YOUNGS, also E JOHN YOUNGS, aka JOHN J DENKER-YOUNGS. EDWARD JOHN YOUNGS AND MATJE G YOUNGS und/or THE LIVING OF MATJE G. YOUNGS

ACTION AND COMPLAINT FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND FRAUD

To the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the State of New York, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint

Dated: September 11, 2015

Defendant's Addresses) 13 Pennington Drive Huntington NY 11743

316 W Neck Road Huntington, NY 11743

BY BRIAN H. DENKER-YOUNGS. Pro Se

25 HOERLIM STREET APT 18E BROOKLYN, NY 11206

🛎 PERSTENSIONE as: 917-373-5019

ndex No.:	Vear: 2015
SUPREME COURT OF THE STATE OF NEW 'COUNTY OF KINGS	YORK INDEX NO:
BRIAN H. DENKER-YOUNGS Pro Se	
-against EDWARD JOHN DENKER-YOUNGS aka JOHN YOUNGS, aka E J YOUNGS, aka EDWARD J YOUNGS, aka E JOHN YOUNGS, BOHN J DENKER-YOUNGS, AND MATIE G YOUNGS and/or THE LIVING OF MATIE G. YOUNGS	
Defendant(s)	
The state of the s	Tandiff: Brian 14. Denker-Youngs, Pro So 25 Boerum Street Apt 186: Brooklyn, NY 11206 917.373.5019 bhdenkenægmaik.com
Service of a copy of the within	is hereby submitted.
Dated	
PLEASE TAKE NOTICE:  NOTICE OF ENTRY that the within is a (certified) true copy of a court on 20	duly entered in the office of the clerk of the within named
• NOTICE OF SETTLEMENT that an order for settlement to the on .20 at 9:30 a.m.	of which the within is a true copy will be presented one of the judges of the within named Court, at

BECETAED WASCER: 09/14/20

PECRE DOC, NO. 2

SUPREME COURT OF	THE STATE OF	NEW YORK
COUNTY OF KINGS		

BRIAN H. DENKER-YOUNGS

Pro Se

INDEX NO:

Plaintiff

-againsi

EDWARD JOHN DENKER-YOUNGS
aka JOHN YOUNGS, aka E J YOUNGS, aka
EDWARD J YOUNGS, aka E JOHN YOUNGS.
aka JOHN J DENKER-YOUNGS.
EDWARD JOHN YOUNGS
AND MATJE G YOUNGS and/or
THE LIVING TRUST OF MATJE G. YOUNGS
Defendant

VERIFICATION

#### VERIFICATION

I, BRIAN H. DENKER-YOUNGS, am the PLAINTIFF in the above-critical action. I have read the foregoing CAUSE FOR ACTION and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed, this 11th day of September 2015 in KINGS COUNTY, NY.

SIGNE

DATED.

9/11/2015

MODILE IME L VELOSO

Notary Park - State of New York

NO. 01VE6241387

Cualidies in Overes County

My Controllesion Expires

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

BRIAN H. DENKER-YOUNGS

Pro Se

INDEX NO.

Plaintiff

rantega-

EDWARD JOHN DENKER-YOUNGS aka JOHN YOUNGS, aka E J YOUNGS, aka EDWARD J YOUNGS, aka E JOHN YOUNGS, JOHN J DENKER-YOUNGS, AND MATJE G YOUNGS and/or THE LIVING OF MATJE G, YOUNGS

COMPLAINT
CAUSE FOR ACTION

Defendants

PLAINTIFF COMPLAINS AND FOR CAUSES OF ACTION ALLEGES AS FOLLOWS: BEGINNING ON/AROUND JANUARY 2013 TO PRESENT DAY:

#### CAUSE OF ACTION

### INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, FRAUD, AND PAIN & SUFFEERING

- Plaintiff, BRIAN H. DENKER-YOUNGS is ignorant of how many actual true names and
  capacities and therefore sucs all aliases and thereafter any the defendant may go by with such
  fictitious names. Plaintiff will amend this complaint to allege their true names and capacities
  when ascertained.
- 2. Defendant EDWARD J. DENKER-YOUNGS is estranged spouse to the Plaintiff, and at all times herein mentioned was a resident of the Town of Huntington, County of Suffolk, State of New York.
- 3. Defendant MATJE G. YOUNGS aka and represented therein also by THE LIVING TRUST OF MATJE G. YOUNGS, is the estranged mother-in-law to the Plaintiff and at all times

herein mentioned was a resident of the Town of Huntington, County of Suffolk, State of New York.

- 4. Plaintiff is the estranged spouse and informed and believes and thereon alleges that upon false misrepresentation by the defendant as to being "Protestant" to which he is not, at all times herein mentioned, each of the defendants sued herein were parties to a legalized same-sex religious Jewish marriage ceremony on July 30, 2011 in Lake Ronkonkoma, NY
- 5. PLAINTIFF alleges that shortly thereafter, DEFENADNT intentionally and in secrecy engaged in conduct that did not give rise to the defendant's spousal obligations and implied "marital contract", rather Defendant engaged in conduct in direct breach of his husbandly duties bringing about and causing the Plaintiff dire financial and economic harm, emotional distress and abuse and did not fulfill upon his husbandly duties and obligations.
- 6 PLAINTIFF alleges Defendants' mother's conduct was intentional, having hate and disdain for homosexuals and non-messianic believing Jews, with intent, to the extent that aside from letters of hate and disdain, Defendant Matje inscribed to Defendant Edward in his 2014 birthday card quoting the gospel of "John" vowing to find "her son another to abide with forever", and for which such acts have caused Plaintiff and the marriage total and complete injury also, concealing, conspiring and withholding in accounts also baring her name and/or benefiting her the same, caused financial and economic harm, abuse, and emotional distress to the Plaintiff.
- 7. Given the many severe health challenges and life threatening operations and difficult recoveries. DEFENDANT's behavior as such is beyond outrageous, goes beyond the bounds of human decency and should never be allowed or tolerated to have any human being

- subjected to. Such behavior has caused Plaintiff to suffer humiliation, mental anguish, and emotional distress, pain and suffering.
- 8. On January 2, 2013, DEFENDANT without consent made contact to Plaintiff's credit card committing an act of identity theft and completed an unauthorized balance transfer of Four Thousand Dollars \$4000 from Defendant's Chase Sapphire credit card to Plaintiff's Discover account causing PLAINTIFF intentional financial hardships
- 9. On January 2, 2013, DEFENDANT intentionally withheld funds and prevent such funds from being deposited causing financial overdrafts onto PLAINTIFF's Chase State credit card in the amount of Twelve Hundred Fifty-Dollars (\$1250) causing PLAINTIFF intentional financial hardships.
- 10. On January 7, 2013, while Plaintiff was hospitalized having under gone spinal surgery at Northshore Long Island Jewish - Huntington Hospital, DEFENDANT or someone permitted by DEFENDANT, utilized PLAINTIFF's Bank of America Credit Card to make purchases at Burger King, Rite Aid, CVD and a Floral shop in Farmingdale, NY, intentionally adding debts and expending PLAINTIFF's monies while incapacitated causing Plaintiff intentional financial hardships.
- 11. On / about February 24, 2013 during the early morning hours PLAINTIFF suffered a sudden onset and complications from having undergone spinal surgery and became temporarily paralyzed in pain. During which time while awaiting return call instructions from the surgeon, DEFENDANT deemed it appropriate to which while PLAINTIFF laid in bed in fear. DEFENDANT decide to pleasure himself to climax whereas, DEFENDANT drew pleasure upon PLAINTIFF's time of fear and medical emergency. Such deplorable behavior was intentional to further abuse the PLAINTIFF.

- 12. On March 16, 2013 DEFENDANT intentionally withheld funds and prevented such funds from being deposited into bank accounts causing overdrafts onto PLAINTIFF's Chase State credit card in the amount of Six Hundred Fifty-Dollars (\$650) causing PLAINTIFF intentional financial hardships.
- 13. On September 2, 2014, DEFENDANT intentionally withheld funds and prevented such funds from being deposited into bank accounts causing overdrafts onto Plaintiff's Chase Slate credit card in the amount of Twelve Hundred Dollars (\$1200) causing PLAINTIFF financial hardships.
- 14. During the time period of May 2012 thru September 2014, DEFENDANT with pre-mediated intention concealed, restricted access and hid marital income and funds commingling funds with his mother in the approximate sum total of Two Hundred Seventeen Thousand Dollars (\$217,000) intending to cause PLAINTIFF intentional financial hardships.
- 15. On September 2, 2014, DEFENDANT willfully with intent files under false allegations and pretense a complaint against the PLAINTIFF for an Order of Protection, causing significant emotional pain and suffering, humiliation and legal expenses with a sum total include of damages of Twenty-Five Thousand Dollars (\$25,000) causing PLAINTIFF intentional emotional distress and financial hardships.
- 16. On August 4, 2013, DEFENDANT stole checks from PLAINTIFF'S business and forged checks without consent belonging to Modern Divinities Corp. in the amount of Five Hundred Dollars (\$500) causing PLAINTIFF intentional financial hardships.
- 17. On August 7, 2013, DEFENDANT stole checks from PLAINTIFF'S business and forged checks without consent belonging to Modern Divinities Corp. in the amount of One Thousand Five Hundred Dollars (\$1500) causing PLAINTIFF intentional financial hardships.

- 18. On August 16, 2013, DEFENDANT stole checks from PLAINTIFF'S business and forged checks without consent belonging to Modern Divinities Corp. in the amount of One Thousand Five Hundred Dollars (\$1500) causing PLAINTIFF intentional financial hardships.
- 19. On July 23, 2013. DEFENDANT took mail addressed to RABBI BRIAN H. DENKER-YOUNGS, and without consent took and utilized, misappropriating funds belonging solely to the PLAINTIFF's business in the amount of FOUR HUNDRED DOLLARS (\$400) causing PLAINTIFF intentional financial hardships.
- 20. On March 23, 2013, DEFENDANT without consent took and utilized a check in the sum amount of Four Hundred Dollars (\$400) to which he stole and withheld for some Five months since October 12, 2012 converting and misappropriating such funds for his own sole purposes causing intentional financial hardship for the Plaintiff.
- 21. During the time frame between August 27, 2014 and present, DEFENDANT has engaged in course of conduct torturous and abusive in nature, conveying pathological lies with the intent of harming and bringing about financial ruins for the PLAINTIFF, causing such economic strain by forcing extraneous amounts of legal fees in the amount of One Hundred Twenty Six Thousand Dollars (\$126,000).
- 22. Wherefore, prior to 2011, DEFENDANT gainfully ensured his employment during the months of July and August carning income to support himself in excess of nearly Seven Thousand Dollars (\$7000) each year. Thereafter in 2011, 2012 and 2013, DEFENDANT refused to seek employment and forced the PLAINTIFF to go out to work and refused to work as his mother demanded he tend to her needs and desires around her home, despite PLAINTIFF ailing in poor health, DEFENDANT refused to go out to work and secure carnings, PLAINTIFF suffered increased psychical pain and suffering, working at times with

- 42-staples within PLAINTIFF's stomach to which DEFENDANT intentionally deprived the household and PLAINITIFF of nearly Twenty-One Thousand Dollars (\$21,000) in potential earnings to have helped PLAINTIFF be able to recuperate faster and with less physical pain.
- 23. From October 2013 thru June 2014. DEFENDANT needlessly and intentionally withdrew without consent assigning debt and liability onto the PLAINTIFF upon secured credit lines of equity with the intended purpose to cause and inflict economic burdens upon the Plaintiff utilizing in such a short time frame paying funds in excess to DEFENDANTS sole and private Credit cards monies in total of One Hundred Twenty-Three Thousand Dollars (\$123,000).
- 24. Defendant Matje G Youngs for a period of time commencing in early 2013 thru 2014, upon information and belief issued checks in excess of nearly Ten Thousand Dollars (\$10,000), at times affixing and forging Defendant Edward's signature withdrawing funds upon the Plaintiff and Defendant Edward's joint Chase checking account for her own purposes without consent from the Plaintiff or informing the Plaintiff of the same, paying for bousekeeper and grounds expenses to the home located at 316 W Neck Road, Huntington NY 11743.
- 25. Defendant Matje Youngs through conspired efforts with Defendant Edward and the Living Trust of Matje G Youngs benefited throughout the period and time-span of dissipating equities, withholding and concealing marital income form the Plaintiff and to which PLAINTHF makes the demand for the return of all funds.
- 26. The Defendant's together, intentionally planned and victimization, financially and economically abused the Plaintiff's seeking to injure and inflict harm, emotional distress, and strip away Plaintiff's financial independence and credit worthiness causing permanently and

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irrevocable harm steaming from his documented and proven disdain for homosexuals, as

Defendant and his family portray in their own words and letters.

WHEREFORE, the plaintiff prays judgment against defendant as follows:

As and for:

1. An award for punitive damages to which has caused Plaintiff severe emotional disuess,

economic and financial harm and abuse, emotional pain and suffering in the sum of Onc

Hundred Thousand Dollars (\$100,000);

2. Extraneous legal fees directly resulting from DEFENDANT's willful and intentional

pathological lying, financial thefts of moneys, debt assignments, granting an award for

exemplary damages in the amount of Two Hundred Forty-Four Thousand Nine-Hundred

Dollars (\$244,900);

3. Monies DEFENDANT together with his mother commingled, converted and withheld

from DEFENDANT and the marital household, a punitive award of half in the sum of

One Hundred and Eight Thousand Dollars (\$108,000).

Together with any and such other and further relief as the court may deem proper.

DATED: 09/11/2015

TO THE ON

BRIAN H. DENKER-YOUNGS 25 BOERLIM STREET #18E BROOKLYN, NY 11206 TEL 911471-2018

TEL 917-373-3039 EMAIL HEIDENGESCHEINER

FAX: 251-461-7503

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# NYSCEF - Kings County Supreme Count

### **Confirmation Notice**

This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has

Brian H Denker-Youngs - v. - Edward John Denker-Youngs

Index Number NOT assigned

### Documents Received on 09/12/2015 12:28 AM

Doc #

Document Type

SUMMONS

Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)

Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)

Filing User

Name

Brian Howard Denker-Youngs

Phone # Fart

9173735010

E-mail Audress.

bindenker@gmall.com

Motion #

Work Address:

25 Boarum Street Brooklyn, NY 11206

### E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on 09/12/2015 12:28 AM:

Denker-Youngs, Brian Howard - bindenker@gmail.com

NOTE: If submitting a working copy of this filing to the court, you must include as a notification page family affixed thereto a copy of this Confirmation Notice.

by T. Sunshine, Kings County Clerk

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lesource Center - EFIle@nycourts.gov

46) 386-3033

Fax: (212) 401-914

Website: www.nycourts.gov/efile

Circuit Court for KINGS COUNTY					
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ADDRESS: 25 BORRUM STREET, APT 18E			Char	r Kisze Phreno	
PARTY'S ATTORNEY'S NAME PRO SE	PHONE 1	917	T.	373	50/19
ATTORNEY'S ADDRESS:  [1] am not represented by an attorney RELATED CASE PENDING? Yes [] No. If yes, Court and Special Requirements?			TOTAL COMP	A house of the second	
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Photos from Laura Moskowitz's...

Laura Moskowitz added 3 new photos — with

John Youngs at 316 W Neck FD

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BRIAN H. DENKER YOUNGS	Pro Se	INDEX NO.
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	approx. wi	그는 시간 사람들은 사람이 없다고 하를 수 있었다. 그 이 그리는 이 사람들이 가장하는 것이 없다고 했다.
δ. Also, Depositing a secondary tru	ie copy of said par	ters upon <u>EDWARD J. DENKER</u> -
얼마나는 그릇을 하면 들어가 하는 것이 되었다. 경우를 하다 아들은 사람들이 되어 들어가 하는 것이 하다.	보는 환경 되면 걸 같아요. 사람들은 일 사람	NGTON Branch Post Office addressed to
33 PENNINGTON DR. HUNTINGTO	역시 - 4 전시되다 - 김 마시까 성기를 걸	
Sworn to before me this:		
14 day of September 2018	O.C	
ald	Z	and the first facilities
Notary Public)		

Index No.: 5/1257 (2015	Year: 2015
SUPREME COURT OF THE STATE OF NEW Y	ORK INDEX NO.:
BRIAN H. DENKER-YOUNGS Pro Se	· · · · · · · · · · · · · · · · · · ·
-against EDWARD JOHN DENKER-YOUNGS aka JOHN YOUNGS, aka E J YOUNGS, aka EDWARD J YOUNGS, aka E JOHN YOUNGS, JOHN J DENKER-YOUNGS, AND MATJE G YOUNGS and/or	
THE LIVING OF MATJE G. YOUNGS	
Defendants	* *
	File—  Taintiff:  Thing II Donker Vannes Pro Se
Dated: September 2015	Brian H. Denker-Youngs, Pro Sc 25 Boerum Street Apt 1815 Brooklyn, NY 11206 917.373.5019 bladenker@gmail.com
Service of a copy of the within	is hereby submitted,
Dated:	
PLEASE TAKE NOTICE:  NOTICE OF ENTRY  that the within is a (certified) true copy of a court on 20	duly entered in the office of the clerk of the within named
• NOTICE OF SETTLEMENT that an order for settlement to the on ,20 at 9:30 a.m.	of which the within is a true copy will be presented one of the judges of the within named Court, at
Dated:, 2015	Brian II. Denker-Youngs, Pro Se

Case 1-15-41069-cec Doc 109-2 Filed 11/19/15 Entered 11/19/15 16:47:08

### ELED: KINGS COUNTY CLERK 09/29/2015 01:16 PM

ENDEX NO. 511259/2015 RECEIVED NYSCEF: 09/20/2015

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

BRIAN H. DENKER-YOUNGS.

Index No.:

Plaintiff

-against-

VERIFIED ANSWER WITH AFFIRMATIVE DEFENSES

EDWARD JOHN DENKER-YOUNGS aka
JOHN YOUNGS, aka EJ YOUNGS, aka
EDWARD J YOUNGS, aka E JOHN YOUNGS, aka
JOHN J DENKER-YOUNGS, EDWARD JOHN
YOUNGS and MATJDE G. YOUNGS and/or THE
LIVING TRUST OF MATJE G. YOUNGS,

#### Defendants.

Defendant, EDWARD JOHN DENKER-YOUNGS aka JOHN YOUNGS, aka EJ YOUNGS, aka EDWARD J YOUNGS, aka E JOHN YOUNGS, aka JOHN J DENKER-YOUNGS, EDWARD JOHN YOUNGS, by his attorneys, Simonetti & Associates, as and for his Answer to the Complaint herein, alleges as follows:

- Denies the allegations contained in the paragraph designated "1" of Plaintiff's.
   Complaint.
- Denies the allegations contained in the paragraph designated "2" of Plaintiff's
  Complaint, except to admit that Defendant is a resident of the Town of Huntington, County of
  Suffolk, State of New York.
- 3. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs designated "3" of Plaintiff's Complaint.
- 4. Denies the allegations contained in the paragraph designated "4" of Plaintiff's Complaint, except to admit that that Plaintiff and Defendant were married on July 30, 2011.
- Denies the allegations contained in the paragraph designated "5" of Plaintiff's
   Complaint.

- 6. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph designated "6" of Plaintiff's Complaint.
- 7. Denies the allegations contained in the paragraphs designated "7," "8," 9," "10," "11," "12," "13," and "14," of Plaintiff's Complaint.
- 8. Denies the allegations contained in the paragraph designated "15" of Plaintiff's Complaint, except to admit that Defendant filed a petition for an Order of Protection.
- 9. Denies the allegations contained in the paragraphs designated "16," "17," "18," "19," "20," "21," "72," and "23," of Plaintiff's Complaint.
- 10. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph designated "24" of Plaintiff's Complaint.
- 11. Denies the allegations contained in the paragraphs designated "25," and "26," of Plaintiff's Complaint.

#### AS AND FOR A FIRST AFFIRMATIVE DEFENSE

12. Plaintiff has failed to obtain personal jurisdiction over the answering defendant.

#### AS AND FOR A SECOND AFFIRMATIVE DEFENSE

13. Plaintiff has filed to state a cause of action upon which relief may be granted.

#### AS AND FOR A THIRD AFFIRMATIVE DEFENSE

14. Upon information and belief, Plaintiff is not a real party in interest and therefore lacks standing to bring this action.

## AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

Upon information and belief, this action is barred by arbitration and award.

culpable conduct of plaintiff, release, and failure to name a necessary party.

### AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

16. Plaintiff's claims against Defendant are barred by the doctrines of waiver, estoppel, laches, and unclean hands.

#### AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

17. Plaintiff's claims against Defendant are barred by the doctrines of accord and satisfaction, settlement, collateral estoppel and/or res judicara.

#### AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

18. Plaintiff's claims against Defendant are barred by the doctrine of mutual mistake.

#### AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

19. Plaintiff's claims against Defendant are barred by the doctrine of ratification.

#### AS AND FOR A NINTH AFFIRMATIVE DEFENSE

20. Plaintiff's claims against Defendant are barred by the doctrines of prevention of performance and hindrance of contract.

#### AS AND FOR A TENTH AFFIRMATIVE DEFENSE

21. Plaintiff's claims against Defendant are barred by the doctrine of reasonable accommodation.

#### AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE

22. Plaintiff's claims against Defendant(s) are barred by Plaintiff's assumption of risk.

#### AS AND FOR A TWELVETH AFFIRMATIVE DEFENSE

Plaintiff's claims against Defendant are barred by the statute of frauds.

#### AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

24. Defendant is not a proper party to this action and the Complaint should be dismissed as against said Defendant.

## AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

25. Plaintiff's claims against Defendants are barred by the applicable Statute of Limitations.

#### AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by reason of documentary evidence.

#### AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

27. The summons and compliant are defective as a matter of law inasmuch as said documents were not signed in accordance with 22 NYCRR 130-1.1-a.

WHEREFORE, the Defendant, EDWARD JOHN-DENKER YOUNGS aka JOHN YOUNGS, aka EJ YOUNGS, aka EDWARD J YOUNGS, aka E JOHN YOUNGS, aka JOHN J DENKER-YOUNGS, EDWARD JOHN YOUNGS demands judgment as follows:

- a) Dismissing the Complaint, in its entirety, with prejudice:
- b) Awarding Defendant costs and expenses, including attorneys' fees, incurred and to be incurred in connection with this Action;
- c) Awarding Defendant such other and further relicf which as to this Court seems just and proper.

Dated: Woodbury, New York September 29, 2015

SIMONETTI & ASSOCIATES
Attorneys for Defendant
EDWARD JOHN-DENKER
YOUNGS aka JOHN YOUNGS,
aka EJ YOUNGS, aka
EDWARD J YOUNGS, aka E
JOHN YOUNGS, aca JOHN J
DENKER-YOUNGS, EDWARD
JOHN YOUNGS

By: Louis F. Simonetti, Jr. 144 Woodbury Road Woodbury, N.Y. 117979 (516) 248-5600

TO: Brian H. Denker-Youngs Plaintiff Pro-Se 25 Bocrum Street, Apt. 18E Brooklyn, New York 11206 (917) 373-5019

#### PART 130 CERTIFICATION

STATE OF NEW YORK	)
•	) 55.:
COUNTY OF NASSAU	1

I. Louis F. Simonetti, Jr., an attorney hereby confirm that to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the accompanying VERIFIED ANSWER WITH AFFIRMATIVE DEFENSES, or contentions therein are not frivolous as that term is defined in Part 130.

Dated: Woodbury, New York September 29, 2015

LOMIS F. SIMONETTI, JR.

#### VERIFICATION

COUNTY OF NEW YORK)

Edward John Denker Youngs, being duly sworn, deposes and says:

I am a Defendant in the within action and I have read the foregoing Verified Answer with Affirmative Defenses and know the contents thereof: the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

Edward John Denker-Youngs

Sworn to before me this 29 % day of 0 , 2015

Notary Public

ANTOINETTE KANAPES
Notary Public, State of New York
No. 01KA4973266
Qualified in Nassau County
Chimmission Expires October 15, 20.